

Perkins Slade Limited

3 The Broadway
Broad Street
Birmingham B15 1BQ
Telephone: + 44 (0) 121-698 8000
Fax: + 44 (0) 121-625 9000

28 January 2009

Dear Sir/Madam

Thank you for your enquiry for Civil Liability cover. We understand that you are a sports club and that you require cover for your legal liability arising from your sporting or leisure activities.

Following your discussions with our office we have determined that the attached policy suits both the requirements and exposures, termed by the Financial Services Authority (FSA) as your Demands and Needs that have been identified in connection with your activities. Both the product and costs contained within the attached proposal are based upon the information that you have initially provided. You should be aware that we have not considered alternative insurance products in making this assessment. However, we are unable to comment upon any policies you may hold elsewhere.

The civil liability cover is arranged by Perkins Slade and is made available by means of a unique scheme provided by Royal & SunAlliance Insurance plc ("RSA") and Insuresport Mutual Ltd ("Insuresport"). As a result we have been able to negotiate preferential rates and cover which are exclusive to Perkins Slade Limited. This is not a joint policy, but both entities will provide cover of 50% each of the total amount covered.

RSA is authorised and regulated by the "FSA" and may effect and carry out contracts of insurance. Insuresport, however, is not authorised but is a mutual company limited by guarantee and does not issue contracts of insurance. Further details on the operation of a mutual are set out in the Q&A document available from the Insuresport website www.insuresport.com and the attached explanatory guide. If you do not wish to, or are unable to access the website, or would prefer a printed copy of this document, please contact us and we will post a copy to you.

We recommend this cover because it has been specifically arranged to meet the demands and needs of sports and leisure organisations and sporting individuals. It offers a very comprehensive range of cover, which where appropriate we will tailor to match your specific needs.

Details of the cover, costs and how to pay are provided in the Proposal Form. Specimens of the full policy wordings are available should you require them.

FSA Disclosure Document

It is our duty under the FSA Rules to advise you of our official status, details of which are contained within the "About our Services" document attached.

Terms of Business

Our Terms of Business are constantly being updated. Please note that the most recent version of our Terms of Business is available from our website, www.perkins-slade.com. Go to "About us" and then click on "Terms of Business". Please read our Terms of Business carefully, and we ask you to particularly read those clauses regarding Quotations, Our Charges, Your Responsibilities, and Client Money.

We recommend that you print off a copy and retain for future reference. If you do not wish to or are unable to access our website, or would prefer a printed copy of our Terms of Business, please contact us and we will post a copy to you.

Please complete and return pages 18 to 20 of the form, ensuring that you retain all other information for your own records.

Please note the details contained in the proposal are valid for 60 days from the above date.

Yours faithfully

Sports Scheme Department
Sports@perkins-slade.co.uk
0121 698 8050

Registered Office: 3 Broadway, Broad Street, Birmingham B15 1BQ. Registered in England No. 969374.
Perkins Slade is authorized and regulated by the Financial Services Authority. A Unitas Broker

Perkins Slade

Limited
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E-Mail: sports@perkins-slade.com

CIVIL LIABILITY COVER FOR AMATEUR SPORTS CLUBS

It is of vital importance that all organisations protect themselves against the disastrous consequences of liability for injury or damage arising out of their actions and this includes the actions of all executive officials, members and volunteers. Such officials and members at all levels could find themselves held **personally** responsible for court costs and damages awarded where an action has been brought against the club for negligence and it is essential that adequate liability cover is arranged to avoid such consequences.

The main features of the policy are that it provides cover in respect of:

CIVIL LIABILITY

Legal Liability for all costs and damages under Civil Law unless otherwise excluded.

Cover therefore includes:

Public Liability

Bodily injury to third parties and/or damage to third party property arising out of the insured activities. Cover includes, member to member liability, damage to leased or rented premises, trespass, nuisance & pollution. The interest of principals (land/property owners' etc.) is also included.

Professional Indemnity

Loss (financial or otherwise) that arises out of Errors and Omissions (e.g. bad advice or failure to act).

Products Liability

Bodily injury to third parties and/or damage to third party property arising out of any goods sold or supplied by the Insured.

Directors & Officers Liability

Indemnity to the Directors of officers of the insured for wrongful acts.

Abuse

Damages and associated legal costs following claims for injury caused by acts of abuse. (This cover may be subject to an additional questionnaire).

LIMIT OF INDEMNITY

The Limit of Indemnity under the combined Policies is: a total of either **£2,000,000** or **£5,000,000** at your option

COVER PROVIDED BY

Royal & Sun Alliance Cover plc	50%
Insuresport Mutual Ltd	50%

Full policy wordings are available upon request.

BASIS OF COVER

Civil Liability cover is provided on a “claims made” basis – unlike other forms of cover, there has to be a policy in force at the time at which the claim is made against you, not necessarily at the time the activity was undertaken. Once a policy is cancelled, no cover would be provided for any claim that arose after the date of cancellation.

RETROACTIVE DATE

The standard cover will exclude incidents happening before the retroactive date which will be the date the policy is started. However if you can provide us with details of your previous policy(ies) we may be able to provide cover for a longer period.

PRINCIPAL EXCLUSIONS

Liability arising out of:

- The ownership, possession or use of any mechanically propelled vehicle, aircraft, hovercraft or water-borne craft [other than craft less than 3 metres in length with a maximum speed of 7 knots, or hand propelled or sailing craft in inland or territorial waters].
- Product guarantee or recall, repair or replacement.
- Damage to any Data
- Trademark name, registered design, copyright or patent risks
- Financial loss arising from advice design or specification where the Insured contracts to manufacture construct erect or install or supply materials or equipment
- Medical Malpractice
- Injury to Employees
- Presence of Asbestos or the exposure to Asbestos
- Deliberate, dishonest or foreseeable acts
- Pension Trustees Liability
- Incidents prior to the retroactive date

COST

The cost is based on membership of your club.

		£2mill	£5mill
For fewer than 50 members	- Cost	£186.95	£252.40
51 to 100 members	- Cost	£250.95	£338.75
101 to 200 members	- Cost	£295.50	£380.00
201 to 350 members	- Cost	£351.90	£475.00
351 to 500 members	- Cost	£439.85	£570.00

If your membership is greater than 500 members please contact Perkins Slade for a quotation.

These costs assume your club is not affiliated to a National Governing Body and that the answers on the attached proposal form are acceptable to Insurers.

The Royal & Sun Alliance proportions of the above premiums include Insurance Premium Tax at the current rate of 5%.

OPTIONAL ADDITIONAL COVER AVAILABLE

Employers Liability

If the club employs anyone, the law requires you to have Employers Liability cover. This provides an indemnity to the club in the event that an employee is injured and the club is found to be legally liable. **Cover is not included within the premiums quoted. Please contact us for a quotation.**

This cover can be provided by Royal & Sun Alliance plc.

PREMIUM PAYMENT

You may pay in full by cheque or alternatively spread the payment as follows:

1. Amounts between £200 and £500 - monthly direct debits over 10 months at an interest charge of 6.65%.
2. Credit or Debit Card - Visa, MasterCard, Switch or Delta.

Please contact us for the appropriate forms should you wish to pay by direct debit.

THIS COVER WILL NOT COMMENCE UNTIL THE INSURERS HAVE INDICATED THEIR ACCEPTANCE OF THE PROPOSAL. THE INSURERS RESERVE THE RIGHT TO DECLINE ANY PROPOSAL.

PLEASE NOTE THAT DUE TO FINANCIAL SERVICES AUTHORITY LEGISLATION EFFECTIVE FROM 14TH JANUARY 2005, WE WILL BANK ALL CHEQUES ON THE DAY OF RECEIPT, HOWEVER THIS DOES NOT CONFIRM THAT INSURERS HAVE ACCEPTED THIS PROPOSAL.

Perkins Slade Ltd
Registered Office: 3 Broadway, Broad Street, Birmingham B15 1BQ.
Registered in England No. 969374

Royal & Sun Alliance Plc and Perkins Slade Ltd are authorised and regulated by the Financial Services Authority

INSURESORT MUTUAL LIMITED – What is it all about?

For many years now, a large number of sports' organisations and individuals have felt unfairly treated by some insurance companies and have experienced unpredictable changes of rate and a negative attitude towards insurance of sports risks.

For the last 3 years Perkins Slade Limited, in consultation with the Central Council for Physical Recreation and several other sports bodies, has been examining a long term alternative to the conventional insurance market. Having examined many alternative proposals the most beneficial solution for amateur sports will be to protect its risks through a discretionary mutual association -Insuresport Mutual Limited.

A Mutual is a company established to provide cover to a group of organisations or individuals with similar risks / business (mutual interests). It operates in the same way as a small, exclusive, insurance company, run on behalf of the members of the Mutual (those who buy cover from the Mutual), although it is not authorised by the FSA, nor does it issue conventional contracts of insurance. All the cover is discretionary, which means that a member has a right to have a claim considered (even if it is outside the terms and conditions of a conventional insurance policy) but has no legal right to have any claim paid.

As a first step, Insuresport Mutual Limited will offer protection on 50% on Civil Liability Risks placed through Perkins Slade Limited. This move has the full support of the Royal & Sun Alliance who will continue to insure the remaining 50% of each risk, handling all claims and dealing with underwriting matters and queries just as before. Insuresport Mutual Limited will itself buy insurance protection from Great Lakes Reinsurance (UK) plc a subsidiary of Munich Re – one of the world's strongest reinsurance companies

Although the participation of the mutual is limited to liability risks at this initial stage, its Rules allow for other risks, for example Personal Accident and Property, to be considered as and when conditions are considered appropriate

The unique advantage of Insuresport Mutual Limited is to be found in the discretionary nature of the cover, which, because it is not a conventional insurance company but an association of like-minded members, attracts a favourable UK tax regime and an ability to deal with claims in a discretionary way. Whilst generally, it is likely Insuresport Mutual Limited will follow exactly the claims settlement of the Royal and Sun Alliance, its discretionary nature allows flexibility in exceptional circumstances to vary a settlement where this is in the best overall interests of the membership.

The second main advantage, is that the mutual concept means that once sufficient reserves have been established, lower renewal costs can be charged for existing members than would otherwise be the case and thereby the sporting world may share in its own insurance fortunes. , The case for such reduced costs is strongly supported by the extremely good claims experience enjoyed overall by the amateur sports sector clients insured through Perkins Slade Limited over the last ten years. As the years pass and Insuresport Mutual Limited grows ever stronger, the future financial and insurance benefits to the amateur sporting world could be of a very significant nature. We would like to take this opportunity of welcoming you as a member in joining this exciting new venture.

MUTUAL RULES

The Mutual rules. Articles of Association, Memorandum & Articles and Terms of Business are available from the Insuresport website, www.insuresport.com. Go to "About us" and then click on "Rules & Regs".

We recommend that you print off a copy and retain with your insurance documents for future reference.

If you do not wish to or are unable to access the Mutual website, or would prefer a printed copy of these documents, please contact us and we will post a copy to you.

INCIDENT NOTIFICATION GUIDELINES

It is important that all incidents that may give rise to a claim are reported to us as soon as possible after the event. This will enable Insurers to carry out investigations at an early stage whilst information relating to the claim remains fresh in the mind. This will also ensure that you are complying fully with your policy terms and conditions.

In order to achieve this, we ask that you notify us immediately of any incident that involves:-

- a fatal accident.
- an injury involving either referral to or actual hospital treatment.
- any allegations of libel/slander.
- any allegations of Professional Negligence i.e. arising out of tuition, coaching or advice given.
- any investigation under any child protection legislation.
- any circumstance involving damage to third party property.

An injury is defined as:-

- any head injury that requires medical treatment [Doctor or Hospital.]
- any fracture other than to fingers, thumbs or toes.
- any amputation, dislocation of the shoulder, hip, knee or spine.
- loss of sight [whether temporary or permanent.]
- any injury resulting from electrical shock or burn, leading to unconsciousness or requiring resuscitation or admittance to hospital for more than 24 hours.
- any other injury leading to hypothermia, heat induced illness or to unconsciousness which requires resuscitation or admittance to hospital for more than 24 hours.
- loss of consciousness caused by asphyxia or by exposure to a harmful substance or biological agent.

Please note the above list is not exhaustive and if you are unsure as to whether an incident should be reported, then please do not hesitate to contact Perkins Slade Claim Department for further advice.

We would remind you that in NO circumstances should you admit liability or agree to pay for any damage caused as this may prejudice the position of Insurers and COULD result in the withdrawal of any indemnity.

Finally, please note that this is a Liability Policy where Insurers decide if negligence attaches to you. Therefore any payments you make to any third parties will not necessarily be reimbursed.

INCIDENT RECORDING GUIDELINES

We would recommend that a designated person within your organisation is made responsible to record any reportable accident. Records must be kept for at least 3 years. Names and addresses of any possible witnesses should also be recorded.

Current legislation does not specify the format of an accident register but the Accident Book BI 510 obtainable from HMSO is frequently used and is approved by the Information Commissioner for D&A Compliance.

The register must contain the following information relating to all reportable accidents or dangerous occurrences:

- date and time of accident
- as regards a person at work - full name; occupation; nature of injury; age
- as regards a person not at work - full name; status [e.g. customer]; nature of injury; age
- place where accident occurred
- a brief description of the circumstances
- method by which the event was reported.

REPORTING INCIDENT TO HEALTH & SAFETY EXECUTIVE

You may also have obligations under the RIDDOR 95 regulations to report incidents to the HSE. For further information and to obtain a copy of the "RIDDOR explained" leaflet log onto the HSE website www.hse.gov.uk.

ABOUT OUR SERVICES

perkins
slade

Head Office
Perkins Slade Ltd
3 Broadway
Broad Street
Birmingham
B15 1BQ
Tel: 0121 698 8000
Fax: 0121 625 9000
E-mail: info@perkins-slade.com

1. The Financial Services Authority [FSA.]

The FSA is the independent watchdog that regulates financial services. It requires us to give you this document. Use this information to decide if our services are right for you.

2. Whose products do we offer?



We offer a product from Royal Sun Alliance Insurance plc for Civil Liability. We also offer membership of Insuresport Mutual Limited, but that is not covered by the FSA Rules as it is not a contract of insurance.

3. Which service will we provide you with?

We will advise and make a recommendation for you after we have assessed your needs for Civil Liability. We do not, however, consider the insurance products offered by other companies.

4. What will you have to pay us for our services?



No fee.

You will receive a quotation which will tell you about other fees relating to any particular Insurance Policy.

5. Who regulates us?

Perkins Slade Ltd, 3 Broadway, Broad Street, Birmingham B15 1BQ are authorised and regulated by the Financial Services Authority. Our FSA Register number is 302886

Our permitted business is for cover mediation activities from 14 January 2005

You can check this on the FSA's Register by visiting the FSA's website www.fsa.gov.uk/register or by contacting the FSA on 0845 606 1234.

6. Ownership

Perkins Slade Ltd has no holding direct or indirect that represents voting rights in any cover undertaking and no cover undertaking has any voting rights or capital in Perkins Slade Ltd

7. Complaints

If you wish to register a complaint, please contact us:

... **in writing** Write to the Chairman Perkins Slade Ltd, 3 Broadway, Broad Street, Birmingham B15 1BQ.

... **by phone** Telephone: 0121 698 8000.

If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service.

8. Are we covered by the Financial Compensation Scheme [FSCS?]

We are covered by the FSCS. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

Insurance advising and arranging is covered for 100% of the first £2,000 and 90% of the remainder of the claim, without any upper limit.

[or]

For compulsory classes of insurance, insurance advising and arranging is covered for 100% of the claim, without any upper limit.

[Further information about compensation scheme arrangements is available from the FSCS.](#)

PLEASE RETAIN THESE INFORMATION PAGES FOR YOUR RECORDS

**Perkins Slade Ltd
Registered Office: 3 Broadway, Broad Street, Birmingham B15 1BQ.
Registered in England No. 969374**

Perkins Slade Ltd is authorised and regulated by the Financial Services Authority

ROYAL & SUN ALLIANCE INSURANCE PLC CCPR Sports Scheme Combined Liability POLICY SUMMARY

This Liability policy is an annually renewable Combined Liability insurance, underwritten by Royal & Sun Alliance Insurance plc.

This policy provides cover in respect of:

- Civil Liability (including; Public Liability, Products Liability, Professional Indemnity)
- Employers' Liability (subject to an additional charge and where indicated in the schedule)
- Directors & Officers Liability
- Abuse Liability (where indicated in the schedule)

Note: The Civil Liability, Directors Officers Liability and Abuse Liability Sections of the policy provides cover for 50% of the amount of any claim loss costs or expenses to which the indemnity provided by this Policy applies.

Important Information

This Policy Summary also gives you important information on the following:

- Your 'Right to Cancel'
- Making a Claim
- Our complaints procedure
- The Financial Services Compensation Scheme

The following tables provide only a summary of the main policy features & benefits and the significant exclusions & limitations. For full details of these and all the terms and conditions that apply you should read the policy document, a copy of which will be provided on completion of your contract or at any time on request.

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General Overview of Cover Provided

The Civil Liability section of the policy provides cover for Public Liability, Products Liability and Professional Indemnity claims up to the Limit of Indemnity. The section applies in respect of civil liability to pay damages in respect of claims arising out of the conduct of the Business or Insured Activities that are made against the Insured and notified to the Company during the Period of Insurance.

The Civil Liability section also provides legal liability for associated claimant legal costs.

The Civil Liability section of the policy provides cover for all liability to pay damages under civil law unless otherwise excluded under the list of policy Exclusions and always subject to the Limit of Indemnity.

Cover therefore includes liability:

- arising out of Injury to any person (excluding any Person Employed);
- in respect of loss or damage to third party property;
- in respect of nuisance and trespass;
- in respect of libel and / or slander committed in good faith;
- arising out of advice tuition or coaching provided.

In certain circumstances cover may include member to member liability. This cover applies where one Insured member brings a claim against another Insured member. If this cover is provided, it will be noted clearly on the Policy Schedule or Certificate.

The Employers' Liability section of the policy provides protection against your legal liability for damages and legal costs arising from Injury to any Person Employed caused during the Period of Insurance and arising out of and in the course of employment in your Business. This section means that you comply with your statutory requirement to obtain this cover.

The Directors and Officers Liability section of the policy provides Insured Persons (Directors & Officers) with protection against personal liability for Wrongful Acts for which the Company has not provided indemnity. Protection is also provided to the Insured Company where they are permitted or required to indemnify Insured Persons for Wrongful Acts.

The Abuse section of the policy provides cover for your legal liability to pay damages and associated legal costs following claims for accidental Injury caused by acts of abuse. The policy covers claims that are made against you and notified to the Company during the Period of Insurance.

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CIVIL LIABILITY INSURANCE – the following will automatically be included

Features & Benefits	Significant Exclusions or Limitations
<p>Standard Cover</p> <ul style="list-style-type: none"> ▪ Civil Liability to pay damages arising out of the Business. ▪ Wrongful arrest or wrongful imprisonment of a member of the public. ▪ Civil liability in respect of libel and / or slander committed in good faith. ▪ Civil liability arising out of advice tuition or coaching provided in connection with the Business or Insured Activities. ▪ Contingent Motor Liability. ▪ Legal Defence costs in defending proceedings arising from a breach of the Health & Safety at Work Act 1974, the Health & Safety at Work (Northern Ireland) Order 1978 or Part II of the Consumer Protection Act 1987 where there has been no actual injury or damage. ▪ The policy covers claims that are first made against the Insured and circumstances first notified to the Company via Perkins Slade during the Policy Period 	<ul style="list-style-type: none"> ▪ The minimum Limit of Indemnity provided for Civil Liability will usually be £2,000,000 any one claim. Higher limits can often be provided. ▪ The minimum Limit of Indemnity provided for Products Liability and Pollution will usually be £2,000,000 any one Period of Insurance. Higher limits can often be provided. ▪ The Policy will include the claimant's costs and expenses in addition to the Limit of Indemnity. ▪ Excludes Civil Liability in respect of; <ul style="list-style-type: none"> ▪ risks that require more specific insurance e.g. Motor, Marine. ▪ injury to any Person Employed. ▪ loss of or damage to property in your custody or control. ▪ pollution unless caused by a sudden identifiable unintended and unexpected incident. ▪ contractual liability for any product supplied unless liability would have attached in absence of an agreement. ▪ any legal action brought against the Insured in a Court of Law within the United States of America or Canada other than in certain circumstances. ▪ fines, penalties or punitive damages. ▪ damage to products supplied and work and the repair, replacement or recall of same work. ▪ claims arising out of or in connection with asbestos. ▪ repair of defects in premises disposed of. ▪ claims arising out of or in connection with damage to any Data. ▪ nuclear risks. ▪ war risks. ▪ deliberate, dishonest or foreseeable acts. ▪ infringement of trademark name registered design copyright or patent right. ▪ medical negligence. ▪ abuse. ▪ Directors and Officers liability for any wrongful act employment wrongful act or wrongful trading. ▪ activities undertaken in any country or area within a country undertaken against the advice of the British Foreign & Commonwealth Office. ▪ some other specific events may be excluded or cover may be qualified. ▪ claims arising from loss happening prior to the retroactive date stated in the schedule.

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EMPLOYERS' LIABILITY INSURANCE – where indicated in the schedule the following will automatically be included

Features & Benefits	Significant Exclusions or Limitations
<p>Standard Cover</p> <ul style="list-style-type: none"> Employers' Liability. Injury of any person employed caused during any period of insurance. Injury is defined as bodily injury death disease or illness. Legal Defence costs in defending proceedings arising from a breach of the Health & Safety at Work Act 1974, the Health & Safety at Work (Northern Ireland) Order 1978 where there has been no actual injury. Meets the requirements of the Employers' Liability (Compulsory Insurance) Act 1969 	<ul style="list-style-type: none"> Limit of Indemnity for Employers' Liability £10,000,000 any one event (restricted to £5,000,000 in respect of terrorism), inclusive of all legal costs. Covers Employees temporarily working overseas. Indemnity does not apply for; <ul style="list-style-type: none"> nuclear risks. injury for which you are required to arrange motor insurance in accordance with road traffic legislation within the European Community.

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DIRECTORS' AND OFFICERS' LIABILITY - the following will automatically be included

Features & Benefits	Significant Exclusions or Limitations
<p>Standard Cover</p> <ul style="list-style-type: none"> • Claims made wording meaning that the policy covers claims first made against the Insured and circumstances first notified to the Company via Perkins Slade during the Policy Period or any applicable Discovery Period. • Past, present and future Directors and Officers are covered as Insured Persons. • Protection for Insured Persons against Loss for which they are personally liable for actual or alleged error, misstatement, misleading statement, act, omission, neglect or breach of duty, breach of trust, libel, slander, breach of contract, breach of warranty of authority, or other act actually or allegedly committed or attempted in their capacity as Insured Persons of the Insured. • Protection of the Company for Loss for which it is permitted or required to Indemnify Insured Persons. • Cover for Insured Persons and employees acting at the specific request of the Company as a director, officer, trustee or governor of any Outside Entity. • Protection for Insured Persons against Employment Wrongful Acts including but not limited to violation of employment discrimination laws. • Defence Costs incurred by Insured Persons in defending themselves against criminal or regulatory proceeding in respect of Pollution. • Option is given for the Policyholder to purchase a Discovery Period of 12 months at 150% of the last annual premium relating to the Directors' and Officers' proportion of the premium on the basis Insurers not inviting renewal or the Insured not accepting renewal. • The Discovery Period is 180 days for Insured Persons who cease to be Directors or Officers (for any reason other than retirement) during the Policy Period. • Automatic cover for newly created subsidiaries or newly acquired subsidiaries (subject to size threshold). • Legal Representatives clause providing protection in the event of death, incompetence, incapacity or bankruptcy of natural Insured Persons. • Defence Costs for Insured Persons in fraud and dishonesty actions or in defending an action for illegal remuneration. • Knowledge possessed by one Insured Person is not imputed to other Insured Persons. • Waiver of Rights Clause. • Cover extends worldwide excluding North America. • Arbitration Clause. 	<ul style="list-style-type: none"> • Bodily injury, mental anguish or emotional distress (except in respect of Employment Wrongful Acts), illness, disease or death of any person, or damage to tangible property. This exclusion does not apply in respect of Defence Costs associated with corporate killing. • Breach of professional duty to a client, customer or other third party who relies on advice, design specification or other professional services. • Libel and Slander. • Fines and Penalties uninsurable at law. • Retroactive Date applies to Acquisitions. • Loss directly or indirectly involving the administration of pension funds and the like. • Fraud • Pollution • USA/Canada

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ADDITIONAL LIABILITIES INSURANCE ABUSE – where indicated in the schedule the following will automatically be included	
Features & Benefits	Significant Exclusions or Limitations
<p>Standard Cover</p> <ul style="list-style-type: none"> • Legal liability to pay damages and associated legal costs following claims for accidental Injury caused by acts of abuse • The policy covers claims that are made against you and notified to the Company during the Period of Insurance 	<ul style="list-style-type: none"> • The minimum Limit of Indemnity provided for Abuse will usually be £1,000,000 for any one Period of Insurance. Higher limits can often be provided. • The Policy will include the claimants costs and expenses within the Limit of Indemnity. • All claims causally connected fall into the Period of Insurance of the first claim and are subject to a single Limit of Indemnity • Excludes legal liability in respect of; <ul style="list-style-type: none"> • risks that require more specific insurance e.g. Motor, Marine. • injury to any Person Employed • fines, penalties or punitive damages. • failure to comply with procedural guidelines adopted by the Insured concerning abuse. • claims caused prior to the retroactive date stated in the schedule. • claims arising out of circumstances known to the Insured or Persons Entitled to Indemnity prior to inception of this insurance. • indemnity to any individual committing or alleged to have committed abuse. • any individual, partnership, charity, trust, body, legal or commercial entity who has or has been alleged to have; <ul style="list-style-type: none"> • authorised, permitted, aided or contributed to or supported abuse. • intentionally or willfully failed to comply with any procedure regulation or licence designed to protect children or vulnerable adults from abuse. • disregarded knowledge of abuse. • had knowledge or constructive knowledge of abuse and failed to notify relevant persons with responsibility for protecting children and vulnerable adults.

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General Conditions & Exclusions

The following apply to the policy as a whole regardless of the specific cover you have selected. For full details of these and other exclusions and limits please read the policy document.

General Conditions and Exclusions

- If there are any changes to the Business, the Premises, the property therein or any other circumstances whereby the risk is increased you must inform us immediately. Failure to do so could invalidate the policy or result in a claim being repudiated
- Cover for any work undertaken Offshore is excluded. Offshore shall mean embarkation on to a vessel or aircraft for conveyance to an offshore rig or platform until disembarkation from the conveyance on to land upon return from such offshore rig or platform.
- You must at your own expense take reasonable precaution(s) to prevent any occurrence or cease any activity which may give rise to liability under the Policy and maintain all buildings furnishings ways works plant machinery and vehicles in sound condition

Excesses & Limits

- Your policy may be subject to excesses, which are the amounts you must pay in the event of a claim. Also, certain claims limits may apply. These will both be shown in your policy schedule.
- The Civil Liability, Directors Officers Liability and Abuse Liability Sections of the policy provides cover for 50% of the amount of any claim loss costs or expenses to which the indemnity provided by this Policy applies.

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IMPORTANT INFORMATION

Your 'Right to Cancel'

If having checked your policy you decide not to proceed with our insurance you have a statutory right to cancel it within 14 days starting on the date you receive your policy documentation.

To cancel please contact the organisation through which the insurance was arranged. On receipt of your instruction and, where applicable, any premiums already paid will be refunded, except where you have already made a claim under your policy.

Making a Claim

Should you wish to make a claim under your policy please call Perkins Slade Ltd on 0121 698 8040. You must provide any information or help we ask for. You must not settle, reject, negotiate or agree to pay any claims without prior written permission. Further details of how to make a claim are included in your policy document.

Our complaints procedure

We aim to provide you with a first class service. If we have not delivered the service that you expect or you are concerned with the service provided, we would like the opportunity to put things right.

Our complaints process

Initially please raise your concerns with your usual business contact. If your complaint is not resolved or you are not happy with our response and the course of actions proposed, you can progress your complaint to our Customer Relations Office.

A separate investigation will then be carried out in an attempt to resolve your complaint and a final decision issued. However if resolution is not possible they will issue a response within 8 weeks of your original complaint.

Customer Relations Contact Details:

Customer Relations Office
Royal & Sun Alliance Insurance plc
Bowling Mill
Dean Clough Industrial Park
Halifax HX3 5WA

Tel: 0800 1076160
Fax: 01422 325146
Email: halifax.customerrelationsoffice@uk.royalsun.com

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What to do if you are still not satisfied

If you are still not satisfied, Royal & SunAlliance is regulated by the Financial Ombudsman Service and you may be able to refer your complaint to them.

Financial Ombudsman Service
South Quay Plaza
183 Marsh Wall
London
E14 9SR

Tel: 0845 0801800
Email: enquiries@financial-ombudsman.org.uk
Web: www.financial-ombudsman.org.uk

Your rights

Your rights as a customer to take legal action remain unaffected by the existence or use of any complaints procedures referred to above. However the Financial Ombudsman Service will not adjudicate on any cases where litigation has commenced.

Compensation

Royal & Sun Alliance Insurance plc is a member of the Financial Services Compensation Scheme (FSCS). This scheme provides compensation in case any of its members go out of business or into liquidation and are unable to meet any valid claim under its policies. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. The first £2,000 of a claim is protected in full. Above this threshold, 90% of the remainder of the claim will be met. For compulsory classes of insurance, 100% of the claim will be met without any upper limit.

Further information about compensation scheme arrangements is available from the FSCS.



Royal & Sun Alliance Insurance plc (No. 93792). Registered in England and Wales at St Mark's Court, Chart Way, Horsham, West Sussex, RH12 1XL.
Authorised and regulated by the Financial Services Authority.

**PROPOSAL FOR LIABILITY COVER
PROVIDED BY ROYAL & SUN ALLIANCE COVER PLC & INSURESORT MUTUAL LTD**

NAME AND ADDRESS OF PROPOSER	
TELEPHONE NUMBER	
NAME OF AMATEUR SPORTS CLUB	
NAME OF SPORTING GOVERNING BODY THAT THE CLUB IS AFFILIATED TO AND THE AFFILIATION/MEMBERSHIP NUMBER	
FULL DESCRIPTION OF ACTIVITIES (continue of a separate sheet if necessary)	
PLEASE ATTACH A COPY OF YOUR CLUB CONSTITUTION	ATTACHED
NUMBER OF MEMBERS IN CLUB	
<u>INFORMATION REQUIRED FOR DIRECTORS & OFFICERS COVER</u> Please confirm the income of the club. This should include all membership fees, grants and funding.	£ YES <input type="checkbox"/> NO <input type="checkbox"/>
Please confirm the club is able to pay its debts as they fall due.	
Do you have any members under 18 or does anyone under 18 participate in the activities of your club	YES <input type="checkbox"/> NO <input type="checkbox"/>
Do you have any vulnerable adults* who are members or participate in the activities of the club?	YES <input type="checkbox"/> NO <input type="checkbox"/>
IF THE ANSWER TO EITHER OF THE ABOVE QUESTIONS IS YES PLEASE COMPLETE THE ATTACHED PCVA QUESTIONNAIRE *Vulnerable Adults are defined as any person aged 18 or over who:- is in need of assistance by reason of mental, physical or learning disability, age or illness and who: is unable to take care of him or herself or unable to protect him or herself against significant harm or serious exploitation which may be occasioned by the acts or omissions of other people.	
DATE OF COMMENCEMENT OF COVER (The policy will be renewable 12 months after this date)	
LIMIT OF INDEMNITY SELECTED £2,000,000 or £5,000,000	

CLAIMS INFORMATION Have any accidents or claims arisen in past 5 years whether insured or not		YES <input type="checkbox"/> NO <input type="checkbox"/>
If yes, please give details below or attach insurers confirmed claims experience if presently or previously insured		
Date of accident	Brief Details	Amount of claim

INSURANCE HISTORY – PLEASE PROVIDE DETAILS OF ALL PREVIOUS LIABILITY INSURANCE		
The following questions <u>must</u> be answered in order to confirm the retroactive date on the policy. Cover can only be considered back to the date of your last continuous period of cover.		
Insurance Company	Start Date	Expiry Date

CREDIT / DEBIT CARD DETAILS [please complete if you wish to pay by this method]

Name on Card		Type of card [please select]	Visa / MasterCard / Switch / Delta
Card Number		Expiry date	Issue No [if applicable]
Signature	Date		

**PLEASE RETURN COMPLETED PROPOSAL FORM AND PREMIUM TO PERKINS SLADE LTD.,
3 BROADWAY, BROAD STREET, BIRMINGHAM B15 1BQ - TEL: 0121 - 698 - 8000**

Cheques payable to Perkins Slade Ltd

DECLARATION

To be completed in all cases

Have you or any official of the club after enquiry	YES	NO
(a) Ever been refused cover	<input type="checkbox"/>	<input type="checkbox"/>
(b) Had special terms imposed upon you	<input type="checkbox"/>	<input type="checkbox"/>
(c) Been convicted or have a prosecution pending For any offence involving dishonesty of any kind	<input type="checkbox"/>	<input type="checkbox"/>
(d) Been made aware of any circumstance which might give rise to a claim against the proposer or any of its directors officers or committee members?	<input type="checkbox"/>	<input type="checkbox"/>

If “yes” to any of the above, please provide details.

I/We declare to the best of my/our knowledge and belief that the above statements are true and complete and will form part of the contract between me/us and the Insurer.

I/We declare that I/we have received a copy of the Perkins Slade “About our Services”, Terms of Business and Insurers Policy Summary.

You must tell us about any changes which have happened since your policy was arranged. If you are in any doubt about whether facts are material, you must tell us? Failure to do so could affect the validity of your policy.

All personal information supplied by you will be treated in confidence by the Royal & Sun Alliance Insurance Group of companies and will not be disclosed to any third parties except where your consent has been received or where permitted by law. In order to provide you with products and services this information will be held in data systems of the Royal & Sun Alliance Insurance Group of companies or our agents or subcontractors.

The Royal & Sun Alliance Insurance Group of companies may pass your personal data to other companies for processing on its behalf. Some of these companies may be based outside Europe in countries, which may not have laws to protect your personal data, but in all cases the Group will ensure that it is kept securely and only used for the purposes for which you provided it. Details of the companies and countries involved can be provided to you on request.

The parties to the Policy have the right to choose the law applicable to the Policy. Unless the parties agree otherwise in writing any dispute concerning the interpretation of this Proposal or the Policy shall be governed and construed in accordance with English law and shall be resolved within the non-exclusive jurisdiction of the courts of England and Wales.

You should keep a record of all information you have given to us.

NAME (BLOCK CAPITALS)

Position in the club.

Signed **Date**

PROTECTION OF CHILDREN & VULNERABLE ADULTS¹ - PUBLIC LIABILITY QUESTIONNAIRE FOR INDIVIDUAL CLUBS

Please complete in capital letters using ink pen and tick responses as appropriate. If any response is **Not Applicable**, please provide details of why this does not apply to your organisation. Where additional information is provided in support of a response, please tick the **Attachment** response.

For the purposes of this questionnaire,

- ¹ Vulnerable Adults are defined as any person aged 18 or over who:-
 a) is in need of assistance by reason of mental, physical or learning disability, age or illness and who:
 b) is unable to take care of him or herself or unable to protect him or herself against significant harm or serious exploitation which may be occasioned by the acts or omissions of other people
- ² The term Employee includes any volunteer, defined as any person who performs any activity which involves spending time, unpaid (except for travelling and other approved out-of-pocket expenses), doing something for the benefit of someone (individuals or groups)
- ³ Criminal Records Bureau or CRB shall mean any Disclosure Service operated in England and Wales, Scotland or Northern Ireland

Name of Proposer/Insured

Policy Number:

Policy/Management	YES	NO	N/A	Attachment
1. Do you have a written Policy Statement on the protection of children or Vulnerable Adults ¹ ?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Do you have documented instructions on the protection of children or Vulnerable Adults ¹ ?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Do you have a written Anti-Bullying Policy?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Do you have written instructions on managing behaviour and acceptable restraint?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Do you have a documented Employee ² disciplinary and grievance procedure?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Do you have a designated person responsible for all issues regarding the protection of children or Vulnerable Adults ¹ ?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Do you have written guidelines on the roles and responsibilities of all Employee ² and other persons providing services on your behalf.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Operational		YES	NO	N/A	Attachment
8.	Do you have a documented method to ensure continued compliance with regulations and guidance on the protection of children and Vulnerable Adults ¹ ?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9.	Are sufficient and suitable risk assessments undertaken and documented?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10.	Do you have written guidelines on the supervision of children or Vulnerable Adults ¹ where overnight accomodation is provided and/or during activities away from your main premises?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11.	Do you have written standards of good practice for acceptable behaviour?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12.	Do they include guidelines on personal coaching intimate care or appropriate contact?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13.	Do you have written guidelines on the control of the use of photographic equipment within your club?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14.	Do you have a separate and secure means to store material relating to allegations or concerns?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Recruitment/Employment		YES	NO	N/A	Attachment
15.	Are <u>all</u> Employees ² required to complete a written application form?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16.	Do you verify the identity of all applicants prior to employment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17.	Are written references requested and independently verified for all Employees ² ?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18.	Are all qualifications provided independently verified?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
19.	Do you undertake CRB ³ checks on all Employees ² prior to employment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
20.	Do you update CRB checks at least every 3 years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
21.	Are all prospective Employees ² required to declare prior abuse convictions and whether they have been or ever having been the subject of any abuse investigation or enquiry?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
22.	Have any Employees ² past or present ever been interviewed in connection with or been the subject of any abuse investigation or enquiry?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Training/Competency		YES	NO	N/A	Attachment
23.	Does your induction training for Employees ² include awareness of the protection of children and Vulnerable Adults ¹ ?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
24.	Do all Employees ² receive a summary of your protection procedures for children and Vulnerable Adults ¹ ?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
25.	Do you record the receipt including signature by Employees ² of all policy procedures and guidelines?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
26.	Do all Employees ² receive relevant training on the protection of children and Vulnerable Adults ¹ ?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Incident/Complaint Handling		YES	NO	N/A	Attachment
27.	Do you have a formal procedure for dealing with complaints or concerns regarding abuse or neglect?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
28.	Does it include a Whistleblower policy whereby unacceptable conduct of Employees ² can be reported without recrimination?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
29.	Does it include guidelines on how to respond to allegations or concerns regarding abuse or neglect?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
30.	Do you have a designated person to whom all complaints or concerns regarding abuse or neglect are reported?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
31.	Are all concerns or complaints concerning abuse or neglect recorded?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
32.	If yes, are such records retained for at least 25 years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

IMPORTANT

Please read the following carefully before you sign and date the Declaration.

- The questions on this form and any other details we specifically request, relate to facts considered material to underwriting the insurance. If you answer them fully and honestly you will be considered to have fulfilled your duty to disclose material facts. Failure to do so may invalidate your insurance. If in response to any of these questions you are in doubt whether a fact is material or not you should disclose it.
- You should keep your own record (including copies of letters) of all information supplied to us in arranging this insurance.

DECLARATION

- I/We declare that to the best of my/our knowledge and belief the answers given are true and complete.
- I/We agree that if any answers have been completed by any other person, such person shall be regarded as my/our agent and acting on my/our behalf, and not the agent of Royal & Sun Alliance Insurance plc.
- I/We declare that this Questionnaire is for insurance in the normal terms and conditions of Royal & Sun Alliance Insurance plc's policy and shall be incorporated in and form part of the insurance contract.

Signature of Proposer/Insured

Date

Position in Club